

REQUEST FOR QUOTATION

Arizona State Board of Dental Examiners

5060 N. 19 Ave. #406
 Phoenix, AZ 85015
 (602) 242-1492 phone
 (602) 242-1445 fax

QUOTATION NO.: 2007-01

DUE DATE: July 9, 2007

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THE TERMS AND CONDITIONS INCLUDED WITH THIS FORM SHOULD BE REVIEWED AND UNDERSTOOD BEFORE PREPARING A QUOTATION. RETURN THE QUOTATION BY THE ABOVE TIME AND DATE TO THE ABOVE ADDRESS.

DELIVERY LOCATION:

VENDOR:

5060 N. 19 Ave. #406
 Phoenix, AZ 85015

AGENCY CONTACT: Pamela J. Paschal
TELEPHONE NUMBER: (602) 242-1492

VENDOR CONTACT:
TELEPHONE NUMBER:

VENDOR QUOTATION

LINE NO.	COMMODITY DESCRIPTION	U/M		UNIT RATE
1	Monitored Aftercare Treatment Program (MATP) Medical Director services at the direction of BODEX as set forth in the Scope of Work contained herein. Price shall be firm, fixed and all-inclusive hourly rate.	Hourly		
2	Payment per MATP participant, per year for the first year as set forth in the Scope of Work contained herein. Price shall be firm, fixed and all-inclusive.	1		
3	Payment per MATP participant, per year for each additional year as set forth in the Scope of Work contained herein. Price shall be firm, fixed and all-inclusive.	1		
4	MATP Group Therapy services per participant, per year as set forth in the Scope of Work contained herein. Price shall be firm, fixed and all-inclusive. 1 st Renewal Period _____% Maximum Increase from Original Contract Price 2 nd Renewal Period _____% Maximum Increase from Original Contract Price	1		

THIS SECTION MUST BE COMPLETED BY VENDOR

DELIVERY CAN BE MADE _____ CALENDAR DAYS AFTER RECEIPT OF ORDER.

PAYMENT TERMS: _____

 Signature

 Date

 Name and Title
 FY08 MATP RFQ

 Phone/Fax Number

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INSTRUCTIONS FOR QUOTATIONS

1. PREPARATION OF QUOTATION:

- a) Erasures, interlineations or other modifications in the quotation shall be initialed in original ink by the authorized person signing the Vendor Offer.
- b) In case of error in the extension of prices in the quotation, unit price shall govern. No quotation shall be altered, amended or withdrawn after the specified quotation due time and date.
- c) Periods of time, stated as a number of days, shall be calendar days.
- d) It is the responsibility of all offerors to examine the entire Request for Quotation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a quotation.

2. **INQUIRIES:** Any question related to a Request for Quotation shall be directed to the Agency Contact whose name appears on page one of this document. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

3. **LATE QUOTATION:** Late quotations shall not be considered (see ARS 41-2533, Rule R2-7-317).

4. **WITHDRAWAL OF QUOTATION:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the Quotation. Facsimiles, telegraphic or mailgram withdrawals will be considered.

5. **OPENING:** This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.

6. **PAYMENT:** In accordance with Arizona Revised Statute 35-342, any agency which purchases or procures goods and services from a non-governmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the outstanding balance at the rate of ten percent per annum (as prescribed in ARS 44-1201) until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

7. **DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

8. **TAXES:** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes shall be shown separately on any invoice and such sums shall be due a payable to vendor upon delivery. If claiming a tax exemption, State will provide vendor with valid tax exemption certificates.

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9. AWARD OF CONTRACT:

- a) Unless the Offeror states otherwise, or unless otherwise provided within the Request for Quotation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.
- b) Notwithstanding any other provision of the Request for Quotation, the State reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all quotations, or portions thereof; or
 - (3) Reissue a Request for Quotation.
- c) A response to a Request for Quotation is an offer to contract with the State based upon the terms, conditions and specifications contained in the State's Request for Quotation. Quotations do not become contracts unless and until they are accepted by an authorized procurement officer. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the Request for Quotation, unless any of the Terms and Conditions are modified by a contract amendment or by mutually agreed Terms and Conditions in the contract documents.

10. COST OF QUOTATION PREPARATION: The State shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

11. PUBLIC RECORD: All quotations submitted in response to this Request for Quotation shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.

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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For Clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

Phone: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By Signature in the Offer section above, the bidder certifies:

- 1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99.4 or A.R.S. §§41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization ___ is/ ___ is not a small business with less than 100 employees or has gross revenue of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned no to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this _____ day of _____ 20 _____

Procurement Officer

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INTRODUCTION AND BACKGROUND

1. INTRODUCTION

- 1.1 This document constitutes a Request for Quotation (RFQ); via competitive sealed proposals, from qualified individuals and organizations to provide services for the Arizona State Board of Dental Examiners according to the Scope of Work set forth herein.
- 1.2 For ease of use only, this document has been divided into five sections. Part One is the Introduction and Background, Part Two describes the Scope of Work, Part Three contains the Special Instructions to Offerors, and Part Four contains the Attachments.

2. BACKGROUND/PURPOSE

- 2.1 The Arizona State Board of Dental Examiners (Board) has direct administrative control and the statutory obligation (A.R.S. §32-1299) to manage the Monitored Aftercare Treatment Program (MATP) developed to assist dentists, dental hygienists and denturists in their recovery from addictive disease.
- 2.2 A dentist, denturist or hygienist that is impaired by alcohol or substance abuse shall enter into a Stipulation Agreement and/or Board Order (reference Attachment I) with the Board as a participant in the MATP.

3. DEFINITIONS

- 3.1 "Assessment" means the medical evaluation of the licensee or certificate holder administered by the Medical Director. The extent of this assessment and evaluation will be determined by the Medical Director. Results will be forwarded to BODEX with the recommendations for further action.
- 3.2 "BODEX" means the Board of Dental Examiners, the regulatory agency for dentists, dental hygienists, and denturists in the State of Arizona. This is the official body mandated by the Arizona Legislature to regulate the practice of dentistry in this state by protecting the health, safety, and welfare of the public.
- 3.3 "Executive Director" means the designated official administrator of the Board. Communication and action taken on behalf of the impaired licensee or certificate holder and/or the Board will be directed through this position or designee. Designee shall be the Deputy Director or Investigations Supervisor.
- 3.4 "Impaired Licensee or Certificate Holder" means a dentist, dental hygienist, or denturist to whom evidence from reliable sources indicate impairment as the result of alcohol and/or other drugs which render the licensee or certificate holder at risk to themselves and/or their patients.
- 3.5 "Participant" means an impaired licensee or certificate holder who has entered into the MATP.

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- 3.6 "Reporter" means an individual who comes forward with information on a licensee or certificate holder alleging abuse of alcohol and/or other drug(s).
- 3.7 "Stipulation Agreement and/or Board Order" means a written five-year agreement between BODEX and the impaired licensee or certificate holder outlining terms of probation. This agreement is formulated by BODEX in concert with appropriate regulations and recommended treatment by the Medical Director.

SCOPE OF WORK

1. GENERAL

- 1.1 The contractor shall provide Medical Director services for BODEX as stated in the Scope of Work.

2. SPECIFIC REQUIREMENTS

- 2.1 The contractor shall provide the services of a Primary Medical Director and work in cooperation with BODEX in operating the MATP. BODEX shall have direct administrative control over the operation of the MATP to ensure compliance with A.R.S. §32-1299.
- 2.2 The Medical Director shall be Medical Doctor or Doctor of Osteopathy and currently hold an active, unrestricted license to practice medicine in the State of Arizona.
- 2.3 The Medical Director shall have the ability to qualify for admitting privileges at hospitals for participant detoxification, and should have prescription privileges for all controlled substances.
- 2.4 The Medical Director shall be certified in addiction medicine. (i.e. American Society of Addiction Medicine)
- 2.5 The contractor shall appoint a Primary Medical Director who meets all qualifications outlined in this document. The contractor may also appoint a Secondary Medical Director, who meets all qualifications as outlined in this document, to serve in the absence of the Primary Medical Director.
- 2.5.1 Either the Primary or Secondary Medical Director shall be available on a twenty-four (24) hour basis to receive reports on prospective participants who may be impaired.
- 2.5.2 Immediately upon receiving a report from BODEX that licensee or certificate holder's activities may represent impairment, the Medical Director shall conduct an evaluation of the licensee or certificate holder. Within seventy-two (72) hours, or sooner if directed by the Executive Director, the Medical Director shall forward to the Executive Director a written report specifying the type of substances abused, if known, recommendations for treatment and any other pertinent details on the information received. This report may be faxed to the Executive Director, with a hard copy to follow immediately in the mail.

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- 2.5.3 Initial interviews and interventions of dentists, hygienists and denturists will be performed by two (2) interviewers (determined by BODEX), at least one of which must be the Executive Director or designee.
- 2.5.4 Investigative diagnostic assessments, physical and mental, will be ordered by the Executive Director. All assessment reports will be forwarded to the Executive Director within fifteen (15) days after completion of the assessment.
- 2.6 The contractor shall meet individually with each participant in the MATP on a regular basis as outlined in the Stipulation Agreement or Board Order.
- 2.7 Case findings, interviews, interventions and referrals to primary treatment will be done in conjunction with BODEX.
- 2.8 Treatment plans and/or further monitoring requirements for each impaired licensee or certificate holder will be continued at the recommendation of the Medical Director in concert with the Executive Director.
- 2.9 The contractor, in consultation with the Executive Director will maintain contact with the primary treatment centers utilized by the program. The contract will include, but not necessarily be limited to, periodic site visits, except where distance and expense prohibits. In addition, where possible, the contractor or his designee will make personal contact with the participant during the course of the primary therapy.
- 2.10 MATP will include a recovering dentist, dental hygienist, or denturist advocate to assist the impaired licensee or certificate holder with their early recovery and reentry into practice.
- 2.11 The contractor shall agree with each participant that the contractor may request random witnessed biological fluid testing in addition to those performed by BODEX. All test results shall be furnished to BODEX. Positive results shall be furnished to BODEX within one (1) working day.
- 2.11.1 Random biological fluid or hair samples will be collected and analyzed by individuals or organizations approved by BODEX.
- 2.11.2 An average of twenty-five (25) random biological fluid samples per year will be collected and sent for laboratory evaluation of all impaired licensees and certificate holders in compliance with their Stipulation Agreement and/or Board Order. A minimum of fifteen (15) percent of all samples will be collected on weekends and holidays.
- 2.11.3 BODEX will reserve the right to increase the number of biological fluid samples collected, the timing of such collection, and the types of drugs tested when problems of noncompliance with the Board's Orders are discovered.
- 2.11.4 Visual check may be used in addition to temperature techniques to assure authenticity of sample.
- 2.11.5 Chain of custody requirements will be in compliance with the most current Federal Guidelines.

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- 2.11.6 Labeling of samples will be in a format approved by the Executive Director.
 - 2.11.7 Positive results on all random urine samples will be reported simultaneously to the Executive Director and the contractor within twenty-four (24) hours of the actual completion of the test. A retesting on certain positive drug results may be routinely required.
 - 2.11.8 The Executive Director will have final decision making authority with reference to the list of drugs tested for each participant.
 - 2.11.9 Failure to collect random urine as a result of noncompliance of the impaired licensee or certificate holder will be reported immediately to the Executive Director within twenty-four (24) hours of the occurrence.
 - 2.11.10 The Executive Director will periodically audit MATP's procedures, records, and subcontracts for compliance.
 - 2.12 The MATP shall include group therapy and the contractor shall oversee group therapy.
 - 2.12.1 The contractor shall provide a network for group therapy. This network shall encompass group therapy sessions designed for and composed of BODEX MATP participants exclusively. The contractor shall provide a variety of groups and meeting times in order to accomplish the required number of meetings for each participant.
 - 2.12.2 All dentists, dental hygienists, and denturists under Stipulation Agreement and/or Board Order will participate in group therapy for the duration of probation under the direction and monitoring of the contractor. In the event the behavior of a participant disrupts or limits a therapy group's effectiveness, BODEX, with advice from the contractor will take appropriate steps to restructure that individual's involvement in the group activities.
 - 2.12.3 Therapy groups will have twelve (12) or less BODEX MATP participants and each group therapist will provide monthly reports on each individual to the contractor on a form approved by the Board. These reports shall include a general synopsis or statement of the impaired licensee or certificate holder's progress and describe the level of cooperation and compliance with the terms and conditions of the MATP.
 - 2.12.4 As the requirements of any resultant contract encompass the entire State, therapy groups may be required in areas other than metropolitan Phoenix or Tucson.
 - 2.12.5 The contractor shall be available, at the request of BODEX, to be present before the Board and/or a hearing officer and provide expert testimony regarding the violations and positive drug testing of participants and potential participants.
 - 2.12.6 The contractor shall meet with BODEX to discuss the MATP and specific participants on a regular, ongoing basis.

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2.12.7 The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to BODEX, the contractor shall not publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in its possession, to those employees on staff who must have the information on a "need-to-know" basis, and he/she agrees to immediately notify, in writing, the Board, in the event he/she determines, or has reason to suspect, a breach of these requirements.

3. REPORTING REQUIREMENTS

- 3.1 As outlined within the Scope of Work of this document, the contractor shall be responsible for the transcription, maintenance and submission of the following reports:
- 3.1.1 Written report of licensee or certificate holder's alleged impairment, to be submitted within seventy-two (72) hours of contractor's knowledge of the alleged impairment. (Paragraph 2.5.2)
 - 3.1.2 Assessment report to be submitted to BODEX within fifteen (15) days after completion of the assessment. (Paragraph 2.5.4)
 - 3.1.3 One monthly report on each participant from each Group Therapist shall be forwarded to BODEX no later than the tenth (10th) day of the month. (Paragraph 2.12.3)
 - 3.1.4 The contractor shall maintain, within each participant's file, adequate documentation of all meetings with participants, and relevant discussions with Group Therapists and BODEX representatives.

4. PAYMENT AND INVOICING REQUIREMENTS

- 4.1 The contractor shall agree that payment for the contractor's services shall be the firm fixed rates as specified in the Vendor Quotation section of this document.
- 4.2 The contractor understands and agrees that only those services performed at the direction of the Board shall be invoiced in the amount indicated in Line No. 1 of the Vendor Quotation section of this document.
- 4.3 The contractor understands and agrees that each participant will make four (4) equal quarterly payments directly to the contractor for the first year of participation. The sum of these payments shall equal the amount indicated in Line Nos. 2 and 4 of the Vendor Quotation section of this document.
- 4.4 The contractor understands and agrees that each participant will make four (4) equal quarterly payments directly to the contractor for each subsequent year of participation. The sum of these payments shall equal the amounts indicated in Line Nos. 3 and 4 of the Vendor Quotation section of this document.

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4.4.1 The contractor shall submit, in a format acceptable to the Board, itemized monthly invoices for the services completed at the direction of the Board during the previous month. Invoices shall be submitted to the Arizona State Board of Dental Examiners, 5060 N. 19 Ave. #406, Phoenix, AZ 85015.

5. PRICING

5.1 The rates requested in the Vendor Quotation section of this document include only those charges for Medical Director and Group Therapy activities. Program participants are responsible for direct payment to the laboratories.

SPECIAL INSTRUCTIONS TO OFFERORS

Bid Opening

Quotes shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the solicitation. Only the name of each offeror will be read at this time. Quotations and all other information received in response to the Request For Quotation shall be shown only to authorized state personnel having a legitimate interest in the evaluation. After a contract award, the Request for Quotations and evaluation documentation shall be open for public inspection.

Contact

All questions shall be directed to Pamela Paschal, Deputy Director at (602) 242-1492 or fax (602) 242-1445.

Preparation of Quotation

- A. It is the responsibility of all Offerors to examine the entire Request for Quotation (RFQ) package and seek clarification of any requirement that may be unclear and to check all responses for accuracy before submitting a quotation.
- B. Erasures or other modifications in the quotation shall be initialed in ink by the authorized person signing the Vendor Offer.
- C. No quotation shall be altered, amended or withdrawn after the specified quotation due time and date.
- D. Periods of time, stated as number of days, shall be calendar days.
- E. Submit one original, clearly labeled "Original" and two copies of the response to the RFQ. The response is to contain a valid ink signature on the Offer and Acceptance Form binding the offeror to provide the services listed in the contract at the price quoted and indicate compliance with the terms, conditions and requirements of the RFQ.
- F. The Offeror shall provide information related to their experience and previous work assignments which contributed to their knowledge and experience in the performance of legislative liaison services.
- G. Identify the key personnel who will provide the services as stated in the Scope of Work and provide concise resumes which include information on their qualifications, education, specialized training and relevant certifications.

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- H. The Offeror should provide a minimum of three (3) verifiable customer references who may be contacted and who are able to attest to the offeror's relative experience, professional nature and quality of their work.
 - I. Enter the firm, fixed and all-inclusive prices for MATP services on Page One.
 - J. The Offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein.

Evaluation

In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of thirty-five thousand dollars, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the State based upon the evaluation criteria listed below in their relative order of importance:

- Experience/Expertise/Reliability
- Method of Approach
- Cost

Confidential Information

- A. If a person believes that a bid, proposal, offer, specification or protest contains information that should be withheld, a detailed statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- B. The information identified by the person as confidential shall not be disclosed until the director makes a written determination.
- C. The director shall review the statement and information and shall determine in writing whether the information shall be withheld.
- D. If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

Term of Contract (One Year)

The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension

The State shall have the right, at its sole option, to renew the contract for two (2) one-year periods or a portion thereof not exceeding a total of fifty thousand dollars. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same with the exception of price which shall be as stated by the Contract Amendment.

Ownership

All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

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Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.